

The Harbor Sales Co.  
1000 Harbor Court  
Sudlersville, MD 21668  
800-345-1712  
F-800-868-9257  
sales@harborsales.net



## Doing Business Information

### Customer Information

Company/Legal Name: \_\_\_\_\_

Trading As (DBA): \_\_\_\_\_

Billing Address \_\_\_\_\_  
(street address)

(city) (state) (zip/postal code)

Contact Info \_\_\_\_\_  
(primary contact name)

(phone) (ext) (e-mail address)

Organization:  Corporation  Partnership  Sole Proprietor  Government Agency  Other \_\_\_\_\_

FED EIN or SSAN \_\_\_\_\_ Sales Tax # \_\_\_\_\_ (attach certificate)  
(#) (state)

### Trade Information

#### Banking

\_\_\_\_\_ (bank name) (branch location) (loan officer) (phone number)

#### Trade References

#1 Company \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_

Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_ Contact name \_\_\_\_\_

#2 Company \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_

Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_ Contact name \_\_\_\_\_

#3 Company \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_

Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_ Contact name \_\_\_\_\_

### Certifications

The undersigned certifies that the information provided is accurate and correct to the best of their knowledge. If applying for a commercial credit account, the undersigned authorizes Harbor to contact the trade and bank references listed and to inquire as to the applicant's current credit status, as a part of a normal credit investigation conducted in order to establish a commercial credit account.

Harbor considers the information provided on this form to be business confidential. Harbor will use the information provided for normal business credit investigations in order to establish and maintain commercial credit terms. Harbor does not sell, share, proffer or provide your information to parties outside of the company, other than to conduct the credit investigation you request or if and as required by law.

Signature \_\_\_\_\_

Title/ Position \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Commercial Business Terms Credit Agreement

This Credit Agreement is made by and between The Harbor Sales Company and the customer whose name appears at the end of this document on the date indicated below.

In exchange for a valuable consideration, and in consideration of the mutual promises and covenants herein made, the parties agree for themselves, their heirs, personal representatives, successors and assigns as follows:

- 1. Extension of Credit**—Seller hereby extends credit to Buyer in accordance with the terms of this Agreement, the Uniform Commercial Code and such other statutes and laws both state and federal as may be applicable so that Buyer may purchase goods and services from seller on credit. All such purchases will be posted to Buyer's account, and Buyer will be invoiced periodically according to Seller's invoicing procedures. Seller shall determine the amount of credit which will be extended to Buyer from time to time, and Seller may change the credit limit in its sole discretion and without notice.
- 2. Terms of Account**—Seller may forward Buyer a separate invoice for each separate transaction, may include multiple transactions in a single invoice, may include accumulated transactions and/or accumulated invoices within a single statement, or may use any other commercially reasonable method of invoicing provided it gives buyer adequate notice of the transactions posted to the account. All invoices and statements are transmitted electronically from Seller to Buyer, all invoices are also available to the buyer on line through the buyers electronic portal. BUYER AGREES TO PAY EACH INVOICE OR STATEMENT IN FULL WITHIN THE TIME PERIOD ESTABLISHED BY SELLER FOR THE BUYER'S COMMERCIAL TERMS ACCOUNT. If the account is not paid on time, the SELLER MAY IMPOSE A SERVICE CHARGE OF 2% (APR 24%) ON THE ENTIRE PAST DUE BALANCE.
- 3. Defaults and Remedies**—If buyer is dissatisfied with any purchases hereunder, the buyer must provide the seller with a written (paper or electronic) report within 14 days after the defect was first detected or detectable. Seller will immediately investigate the matter and in its sole discretion establish and make appropriate adjustments that are fair and reasonable for all parties, including refunds, credits, exchanges, replacements or repairs as appropriate.
- 4. Discontinuance of Credit Terms**—Seller may discontinue the extension of credit if Buyer's established credit limit has been exceeded, if Buyer fails to make payment as herein required or for any reason whatsoever regardless of the Buyers payment performance. Seller's failure to insist on strict compliance with the terms of this agreement shall not be construed as a waiver or modification thereof.
- 5. Referrals for Payment and Collection**—If Seller in good faith refers Buyer's account to an attorney for collection, Buyer agrees to pay its reasonable legal expenses in addition to the amount otherwise due. Furthermore, buyer hereby authorizes and empowers any attorney of any Court of Record within the United States to appear for the Applicant in any Court in one or more proceedings, or before any Clerk thereof, and to confess judgment against the Buyer, without prior notice or opportunity for a prior hearing, in favor of The Harbor Sales Company, or its assigns or successors in interest, for any sums to The Harbor Sales Company, plus accrued interest, costs of suit and attorneys fees as stated herein. Applicant hereby waives all rights to stay of execution on said judgment, as well as any demand of presentment for payment, notice of dishonor, protest, notice and trial by Jury.

As witness our hand and seal

\_\_\_\_\_  
Company Name

Witness \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature, Title

\_\_\_\_\_  
Printed Signature, Title

\_\_\_\_\_  
Agreement Date

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